**TERMS OF USE**

**Effective Date: September 1, 2019**

1. **Agreement to Terms of Use**. These Terms of Use ("Terms of Use") apply to the web site located at [www.littlesteamersllc.com](http://www.littlesteamersllc.com), and all associated sites linked to [www.littlesteamersllc.com](http://www.littlesteamersllc.com) by Little Steamers LLC (collectively, the "Site") and the services that are offered through the Site (the “Services”). The Site is the property of Little Steamers LLC ("Little Steamers") and its licensors. BY USING THE SITE, INCLUDING REGISTERING ON THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.
2. **Changes to Terms/Site.** We reserve the right to modify or amend these Terms of Use, in our sole discretion, as well as any aspect of the Site and Services, at any time. All changes will be effective immediately upon posting to the Site. By accessing or using the Site or the Services after changes are posted, you agree and accept those changes.
3. **Program Registration**. To register for a class, you must use a valid email address, registered to you, and provide accurate, current and complete information. You are solely responsible for any inaccurate information you provide.
4. **Intellectual Property Rights.** The Site, including its text, audio, video, graphics, charts, photographs, interfaces, icons, other content, software, computer code, data, trademarks, logos, slogans, names of products and services, documentation, other components, and the design, selection, and arrangement of content is exclusively the property of Little Steamers or, as applicable, its suppliers and licensors. You acknowledge and agree that all contents and materials available on the Site are protected by copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary or intellectual property rights and laws. By permitting you to access and use the Site, neither Little Steamers nor the applicable third party licensors have granted you a license of any kind to use this information for any purpose (including, but not limited to, commercial purposes). All rights not expressly granted herein are reserved by Little Steamers and its licensors.
5. **Use of the Site; Compliance.** You may not copy, reproduce, display, duplicate, sell, publish, post, license, distribute, or create derivative works of the Site or any part of the Site without Little Steamers’ prior written consent. You may not access, use, or copy any portion of the Site or its content through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms. Any activities that impair or render inoperable the Site or Services are forbidden. You may not use the site for unlawful purposes and are responsible for complying with all local, state, and federal laws and regulations that apply to your use of the Site or Services.
6. **NO WARRANTY.**
   1. THE SITE AND SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTY OF ANY KIND. LITTLE STEAMERS DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE IN TRADE. ACCURACY OF INFORMATION PROVIDED BY LITTLE STEAMERS AND ITS LICENSORS ON THE SITE CANNOT BE GUARANTEED. LITTLE STEAMERS DOES NOT GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SITE OR SERVICES. LITTLE STEAMERS DOES NOT WARRANT THAT THE SITE WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SITE WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS.
   2. LITTLE STEAMERS HAS NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATION. YOUR USE OF THE SITE IS AT YOUR OWN RISK AND YOU ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, SOFTWARE, SYSTEMS, AND NETWORKS, ANY LOSS OF YOUR DATA THAT RESULTS FROM THE DOWNLOAD OF ANY INFORMATION FROM THE SITE, AND FOR ANY OTHER DAMAGE THAT MAY BE INCURRED. NO ADVICE OR INFORMATION, ORAL OR WRITTEN, OBTAINED BY YOU FROM LITTLE STEAMERS OR IN ANY MANNER FROM THE SITE OR SERVICES CREATES ANY WARRANTY.
7. **NO LIABILITY.**
   1. IN NO EVENT WILL LITTLE STEAMERS OR ANY OF ITS SHAREHOLDERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUPPLIERS, LICENSORS, PREDECESSORS, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE “LITTLE STEAMERS GROUP”) BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY OTHER LOSS OR DAMAGE OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR THE SERVICES OR YOUR USE OF THE SITE OR THE SERVICES, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, EVEN IF LITTLE STEAMERS HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SITE AND THE SERVICES.
   2. WITHOUT LIMITING THE FOREGOING, IF ANY MEMBER OF THE LITTLE STEAMERS GROUP IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING OUT OF OR IN CONNECTION WITH THE SITE, THE SERVICES OR THESE TERMS OF USE, THE MAXIMUM LIABILITY FOR ALL OF THOSE CLAIMS AND OTHER MATTERS WILL NOT EXCEED $100.00, IN THE AGGREGATE, EVEN IF THIS REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
   3. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY. IF, PURSUANT TO APPLICABLE STATE LAW, THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IS NOT PERMITTED, THE LIABILITY OF THE LITTLE STEAMERS GROUP SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
8. **Dispute Resolution/Arbitration Agreement.** If a dispute arises under these Terms of Use, such dispute shall be resolved, at Little Steamers’ election, in either a small claims court or by final and binding arbitration administered by the American Arbitration Association, under their rules for consumer arbitrations. All disputes in arbitration will be handled solely between the named parties, and not on any representative or class basis. Accordingly, you acknowledge that you may not have access to a court (other than a small claims court) or jury. Notwithstanding any other provision of these Terms of Use, Little Steamers may resort to court action for injunctive relief at any time if, in its reasonable belief, the dispute resolution procedures described in this Section could reasonably be expected to permit or cause irreparable injury to Little Steamers. Any court action shall be exclusively governed by the laws of the Commonwealth of Virginia, without regard to its conflict of law principles, and shall take place in the state and federal courts IN RICHMOND, VIRGINIA. All arbitrations shall be in Richmond, Virginia.
9. **Indemnification.** You agree to indemnify, defend, and hold the Little Steamers Group harmless from and against all losses, claims, liabilities, demands, complaints, actions, damages, judgments, settlements, fines, penalties, damages, expenses, costs (including reasonable attorneys' fees and costs) and other amounts, including third party claims, ACTIONS OR PROCEEDINGS, that arise out of or in connection with: (i) your access to or use of the Site or the Services; (ii) your misuse of any material, data, or other information downloaded, or otherwise obtained from the Site or the Services; and (iii) your violation of these Terms of Use.  Little Steamers reserves, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you, in which event you will assist and cooperate with Little Steamers in asserting any available defenses, and will reimburse Little Steamers for any losses or fees it incurs in defense of such Claim, ACTION OR PROCEEDING.
10. **Privacy**. Little Steamers’ Privacy Policy applies to use of the Site, and its terms are made a part of these Terms of Use by this reference. Little Steamers’ Privacy Policy is available on the Site.
11. **Feedback.** Little Steamers welcomes comments regarding the Site and the Services (“Feedback”). If you submit any Feedback to us regarding the Site or Services, you hereby grant to Little Steamers a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display (publicly or otherwise) such Feedback, in any medium or format, and that such Feedback will not be considered or maintained as confidential. We may use any Feedback in our discretion, without attribution or compensation to you.
12. **Third-Party Web Sites.** The Site may link to websites not maintained or controlled by Little Steamers. Those links are provided as a convenience, and Little Steamers is not responsible for examining or evaluating the content of such sites. You should read the terms of use and privacy policy for each web site that it visits.
13. **Termination**. Little Steamers may terminate your right to use and access the Site and the Services, in whole or in part: (i) immediately, without notice of any kind, (a) in order to comply with applicable law or instructions from any governmental agency or authority, (b) if Little Steamers, in its sole discretion, suspects that you are using the Site or Services in a manner not permitted by these Terms of Use, or (c) upon your breach of any of these Terms of Use; and (ii) for convenience, upon notice to you.
14. **Remedies**. At its option, Little Steamers may seek all remedies available to it under law and in equity, including injunctive relief in the form of specific performance to enforce these Terms of Use and/or actions for damages.
15. **Miscellaneous.** Little Steamers may assign its rights and delegate its duties under these Terms of Use at any time to any party without notice to you. You may not assign these Terms of Use without our prior written consent. These Terms of Use will inure to the benefit of Little Steamers' successors and assigns. These Terms of Use are the entire agreement between you and Little Steamers with respect to your access to and use of the Site and Services. Little Steamers’ failure to enforce any provision in these Terms of Use will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by Little Steamers. The rights and remedies set forth in these Terms of Use are cumulative. If a provision of this Agreement is held invalid or unenforceable, the remaining provisions will remain in place and enforceable. The headings in these Terms of Use are for convenience only and do not affect the interpretation of these Terms of Use. The word “including” means “including, without limitation.” Any provisions of these Terms of Use that are intended to survive termination (including any provisions regarding indemnification or limitation of liability) will continue in effect beyond any termination of these Terms of Use or your access to the Site. Any notices, or communications between you and Little Steamers may be provided to you electronically to the extent permissible by law.